

STATE OF TEXAS §

COUNTY OF KENDALL §

**AMENDMENT TO RULES AND REGULATIONS  
OF  
ESPERANZA COMMUNITY ASSOCIATION, INC.**

*August 2023*

**Document reference.** Reference is hereby made to the several documents entitled Declaration of Covenants, Conditions and Restrictions for Esperanza, including the following:

- Phase 1, Block 6, Lots 1-26, filed as Doc. 00298584, Vol. 1503, Page 197
- Phase 2A, filed as Doc. 00322102, Vol. 1639, Page 930
- Phase 1A and 1B, filed as Doc. 00333439, Vol. 1707, Page 148
- Esperanza 1.787 Acre Tract, filed as Doc. 00334009, Vol. 1710, Page 863
- Phase 1C (Lomita), filed as Doc. 00341689, Vol. 1759, Page 893
- Phase 2C (Soledad), filed as Doc. 00341682, Vol. 1759, Page 741
- Phase 2A, 2B, 2D, 2E (El Prado), filed as Doc. 00346496, Vol. 1793, Page 380
- Phase 2F (Bravada), filed as Doc. 2022-367926
- Phase 2F (Regency), filed as Doc. 2022-369129

all in the Official Public Records of Kendall County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the several documents containing Rules and Regulations for the Esperanza Community, including the following:

- Phase 1, 1B, 2A, 2B, 2D, 2E and Esperanza 1.787 Acre Tract, filed as Doc. 00341784, Vol. 1760, Page 745
- Phase 1C, filed as Doc. 00341787, Vol. 1760, Page 788
- Phase 2C, filed as Doc. 00341788, Vol. 1760, Page 811
- Phase 2F (Bravada), filed as Doc. 2021-361557 and 2022-369223
- Phase 2F (Regency), filed as Doc. 2022-369399

all in the Official Public Records of Kendall County, Texas (together with all amendments and supplemental documents thereto, "**Original Rules**").

This Amendment supplements the **Original Rules** and applies to all phases of the Esperanza development (the attached rule applies to all portions of the Property as defined in the Declarations.)

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Esperanza Community Association, Inc. (the "**Association**");

WHEREAS the Association is in the Declarant Control Period as defined in the Declaration and the Declarant, pursuant to the Declaration and Bylaws of the Association, may adopt and amend rules from time to time; and

WHEREAS the Declarant has adopted the rule attached as Exhibit "A" to apply to all portions of the Property;

THEREFORE the rules attached as Exhibit "A" ("**Rules**") have been and are ADOPTED and APPROVED to supplement the Original Rules. All defined terms are as defined in the Declarations unless otherwise noted.

Declarant:  
LOOKOUT DEVELOPMENT GROUP, L.P.  
A TEXAS LIMITED PARTNERSHIP  
By: The Lookout Group, Inc.  
Its General Partner  
James D. Plasek, President

Filed of record in accordance with Ch. 202,  
Texas Property Code, by  
Niemann & Heyer LLP, attorneys and  
authorized agents for the Association

By: Connie N. Heyer  
Connie N. Heyer

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21st day of August 2023, by Connie N. Heyer, in the capacity stated above.



Kaylan Brown  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires: 01-06-2027  
Printed Name: Kaylan Brown

EXHIBIT "A"

**COMMUNITY ETIQUETTE**

This rule is for the benefit of all residents and in the interest of allowing owners to both express their opinions and peaceably enjoy their Lots and the Common Areas.

This etiquette policy provides that Association officers and directors, owners, tenants, and guests and invitees must conduct themselves in a civil, non-intimidating, and non-threatening manner when dealing with the Association's agents (including without limitation its officers, directors, committee members, manager and other management company agents, employees, contractors, independent contractor service providers, and other agents), as well as other residents and guests.

1. Prohibited conduct. The following conduct is expressly prohibited between or among any of the above-described parties:
  - a) photographing, recording, or video-taping owners, residents, tenants, guests, or agents of the Association without their express consent<sup>1</sup>;
  - b) verbal abuse, including yelling, name-calling, or similar;
  - c) insults, derogatory name-calling, or demeaning comments;
  - d) cursing or profanity that a person of ordinary sensibilities would find offensive (due to volume, age of individuals in the area, choice of words, or other considerations);
  - e) use of slurs of a nature that is racial, ethnic, religious, sexual orientation-related, or gender-related;
  - f) behavior that a person of ordinary sensibilities would find intimidating, aggressive, unsettling or threatening;
  - g) hostile or unwanted touching, physical contact, or threats of physical contact;
  - h) sexual harassment or lewd behavior;
  - i) sexually suggestive language or other language that is likely to be offensive to a person of ordinary sensibilities;
  - j) posting any item, including correspondence, on the doors of any other owner or anywhere in the community without express written permission from the Board;
  - k) correspondence, whether oral, written, or electronic, that is deemed in the Board's or manager's sole discretion to be harassing or intimidating (the Board or manager may without limitation consider the tone, time, and frequency of correspondence, and whether previous reply has been given to similar correspondence, in determining whether correspondence is harassing or intimidating);
  - l) calling, texting, or otherwise corresponding with another owner or a director, manager, or other agent of the Association after being instructed not to do so;
  - m) asking Association or management personnel to perform personal errands;
  - n) creating a fire hazard of any sort anywhere in the community;

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<sup>1</sup> This is not applicable to monitoring equipment installed or maintained by the Association in or around common areas, to Ring-type cameras installed for personal security on a private household provided that personal security cameras are installed in a manner so as to capture as little of neighboring property as reasonably possible, or to other monitoring equipment approved with written consent of the Board. PLEASE BE MINDFUL THAT HOUSEHOLD SECURITY CAMERAS ARE ALTERATIONS REQUIRING ARCHITECTURAL APPROVAL.

- o) making loud noises or other engaging in other activity that unreasonably interferes with an owner or tenant's peaceful enjoyment of the community or is otherwise a nuisance;
  - p) entering another owner's lot if you have been instructed not to do so;
  - q) depositing trash, clutter, debris, or other objects on another owner's property, on the Common Areas, or anywhere other than designated receptacles;
  - r) placing any items on any of the common areas, except as expressly authorized by the Declaration, the Rules, or the Board of Directors;
  - s) obstructing free passage along sidewalks and doorways, either in person or by use of an object;
  - t) interrupting utility service to any part of the neighborhood without prior written approval of the board or management;
  - u) causing damage to any Common Area, other homes, or the personal property of others; and
  - v) circulating false or misleading information to any association owner, resident, tenant, or agent, including information that the owner knew or upon reasonable inquiry should have known was false or misleading.
2. Requests to leave. Any owner, resident guest, director or officer who is requested by the Board or managing agent to leave a meeting shall do so immediately. Meetings of the Association and Board are limited to owners only unless prior written consent is provided by the manager or Board.
3. Communication with the Association Manager or Board. The Board or manager may require, in their sole discretion and upon notice to an owner, that all non-emergency communication (emergency being immediate threat to persons or property) from the owner be in writing and/or in a particular form (such as, without limitation, mail or email).

Further, the Association may, upon notice to an owner, direct the owner to discontinue all non-emergency communications, and may decline to reply to communications except as required by law. The Board may require all communications to be through the management representative or other Association agent only (may prohibit direct communication with directors or officers). For any situation involving immediate threat of physical harm to persons, 911 should be contacted.

When there are multiple owners of a property (including an entity with multiple shareholders or managers), the Board may select one of the owners as the contact person for all communications. Following notice to the owners that one has been chosen as the contact person, that contact person is the only one that will be deemed authorized to communicate with the Association.

4. Communication from tenants. All communications related to Association matters should come from owners rather than their tenants. The Board or manager, in their sole discretion, may decline to reply to communications from tenants.
5. Association employees/contractors. Owners may not instruct, direct, or supervise the Association's or manager's employees, agents, or contractors unless otherwise directed to do so in writing by the Board. Owners, tenants and guests may not harass or in any way interfere with the performance of any duties being performed by the Association's or manager's employees, agents, or contractors. **Owners or their tenants or agents may not directly instruct, address, or contact association contractors unless directed to in writing by the manager or board.** Any questions or concerns regarding the work of association service providers must be directed solely to management, or alternate persons designated pursuant to this rule, unless an owner is expressly directed to communication in an alternate manner
6. Owner Responsibility. Owners are responsible, and can be fined and otherwise held accountable, for all violations committed by any owner or resident of their home, their agents, guests and

invitees, as well as their tenant's and their tenant's agents, guests and invitees. Owners are further responsible for any consequential damages related to violations of dedicatory instruments of the association by any owner or resident of the home or their agents, guests, and invitees, or their tenants or their tenant's agents, guests and invitees. For example and without limitation, if an association's chosen contractor refuses to accept the job or refuses to continue the job due to communications in violation of this rule, the Owner may be held liable for all increased costs in finding a replacement contractor, increase costs of the job due to material price changes, and all other consequential damages.

7. Fines/enforcement action. Notwithstanding any other language to the contrary in other Rules, absent resolution otherwise by the Board, **a fine in the amount of \$250/violation shall automatically apply to each violation of this Etiquette rule.** Notwithstanding, the Board by resolution may set any fine in a higher or lower amount<sup>2</sup>.

If a resident being cited for a violation of this Etiquette rule has been cited for a violation of this Etiquette rule in the six-month period preceding the violation, then **the fine shall increase in \$150 increments for each violation subsequent to the initial violation.** Management is directed to automatically levy such fines on the owners' account in the event of violation(s) absent instruction from the Board otherwise. Board or management, in their sole discretion, may determine whether violations of this policy have occurred<sup>3</sup>.

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<sup>2</sup> The board may in its discretion pass a resolution setting fines for any specific violation case-by-case, at a higher or lower amount, as it believes appropriate.

<sup>3</sup> Board and management may also determine in their sole discretion that not enough evidence exists to pursue a violation.

**Kendall County  
Denise Maxwell  
Kendall County  
Clerk**

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**Instrument Number:** 382722

eRecording - Real Property

RESTRICTIONS

Recorded On: August 21, 2023 04:29 PM

Number of Pages: 6

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

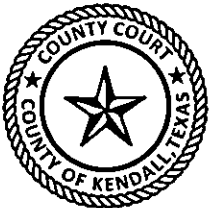
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 382722  
Receipt Number: 20230821000061  
Recorded Date/Time: August 21, 2023 04:29 PM  
User: Grace O  
Station: cclerk07

**Record and Return To:**

Corporation Service Company



**STATE OF TEXAS  
COUNTY OF**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.**

Denise Maxwell  
Kendall County Clerk  
Kendall County, TX

*Denise Maxwell*